

UNITED STATES DISTRICT COURT

for the
Northern District of Texas

GENARO DIAZ, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

PANHANDLE MAINTENANCE,
LLC,

Defendant.

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2:18-CV-097-D

No. ~~2:18-CV-00897-D-BR~~

~~JMY~~

**STIPULATION & ~~PROPOSED~~ ORDER RE:
CONDITIONAL CERTIFICATION**

Subject to approval by the Court, the parties stipulate as follows:

1. The parties agree to conditional certification and the issuance of notice to all laborers employed by Panhandle Maintenance, LLC during the last three years.
2. The parties agree that Genaro Diaz is the class representative.
3. The parties agree that Moore & Associates is class counsel.
4. The parties agree to the form of notice attached as Exhibit A.
5. By fifteen (15) days after the Court approves this stipulation, Panhandle Maintenance, LLC agrees to provide to class counsel the following information for each class member: (1) full name; (2) personal email address (if available); and (3) last known mailing address.

6. The agreed notice will be sent by mail and personal email at class counsel's expense by ten (10) days after the receipt of the information described in the preceding paragraph.

7. Putative plaintiffs will have sixty (60) days to opt-in to this case; class counsel will provide to counsel for Panhandle Maintenance, LLC a list of the individuals to whom they sent notice, including the date and the manner by which notice was provided.

8. Consent forms will be deemed filed as of their postmark date.

9. A reminder notice that is identical to the agreed notice will be sent to each class member thirty (30) days prior to the end of the opt-in period by mail or personal email or both.

10. Other than the official notice, neither party, nor their counsel, nor anyone acting at any of their request, will affirmatively act to encourage or discourage participation in this lawsuit.

11. This stipulation does not affect Panhandle Maintenance, LLC's right to seek decertification of the class or summary judgment on any issue of law or fact, and shall not be construed as an admission by Panhandle Maintenance, LLC that Genaro Diaz and the potential members of the class are "similarly situated" under 29 U.S.C. §

216(b), that this case is appropriate for collective action treatment or that a three-year statute of limitations applies.

Respectfully Submitted,

MOORE & ASSOCIATES

By: 

Melissa Moore

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Lyric Centre

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ATTORNEYS FOR PLAINTIFF
GENARO DIAZ

Respectfully Submitted,

BURDET MORGAN WILLIAMSON &
BOYKIN, LLP

By: s/ C. Jared Knight w/p CH

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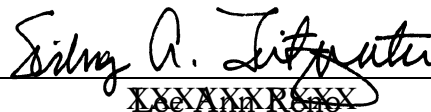
Facsimile: (806) 350-7642

ATTORNEYS FOR DEFENDANT
PANHANDLE MAINTENANCE,
LLC

SO ORDERED:

January 31, 2019

Date



~~United States Magistrate Judge~~

SIDNEY A. FITZWATER

SENIOR JUDGE

Notice to Panhandle Maintenance, LLC Laborers

If you worked as a laborer for Panhandle Maintenance, LLC (“Panhandle Maintenance”) at any time during the past three years and worked more than 40 hours in any workweek, you can participate in a lawsuit to claim unpaid wages.

A former Panhandle Maintenance laborer brought a lawsuit against the company claiming he is owed for unpaid overtime wages. If, during the last three years, you were employed by Panhandle Maintenance as a laborer, you can join this lawsuit by signing and returning the enclosed consent form. If you do not want to participate in the lawsuit, simply do nothing.

Why is this notice being sent?

A United States district court has determined all laborers employed by Panhandle Maintenance during the last three years should be given an opportunity to join this lawsuit. However, the court has not expressed any view as to whether any current or former employees are owed unpaid wages.

Why is there a lawsuit?

The former employee in this case claim he was not paid overtime as required by federal law.

Panhandle Maintenance denies that it did anything wrong and that any of its employees are entitled to additional pay.

What happens if I join the lawsuit?

Those who join the lawsuit must prove their claims at trial. If you decide to participate in this case, you may be required to provide documents, information relevant to your claim, and/or testify in discovery and/or at trial. If the court finds that you were not paid all wages owed to you, the court will award you money damages. If the court finds you were properly paid all wages owed to you, you will not be awarded any money. You will also be bound by the judgment, whether favorable or unfavorable.

You will not have to pay the lawyers, win or lose. Rather, the lawyers will be paid according to the fee contract signed by the class representative, which is available to you upon request. The lawyers of MOORE & ASSOCIATES are also seeking to have the attorney’s fees paid by Panhandle Maintenance.

Do not worry about joining this lawsuit if you are a current employee. Federal law prohibits Panhandle Maintenance from taking any negative action against you because you join this lawsuit.

The United States District Court for the Northern District of Texas approved this notice.

What if I do not join the lawsuit?

You will not be eligible to receive any money from this lawsuit unless you join. However, you are under no obligation to join.

How quickly must I act to join the lawsuit?

If you decide to join the lawsuit, you should act **now**. Every day that passes potentially reduces any recovery you might receive because of the law’s statute of limitations. You must respond no later than **[insert date]** in order to join this lawsuit.

How do I join the lawsuit?

If you want to join this lawsuit and agree to be represented by MOORE & ASSOCIATES, just complete the enclosed form and **return it by mail, fax, or email** to:

Attn: Panhandle Maintenance Lawsuit
MOORE & ASSOCIATES
440 Louisiana Street, Suite 675
Houston, Texas 77002
Tel. (713) 222-6775
Fax (713) 222-6739
wages@mooreandassociates.net

Please note: you are not a part of the lawsuit until you return the enclosed consent form and the form is filed by the attorney.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION

GENARO DIAZ, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

v.

PANHANDLE MAINTENANCE, LLC,

Defendant.

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No. 2:18-cv-00097-D-BR
Jury

NOTICE OF CONSENT

I consent to be a party plaintiff in this lawsuit to collect unpaid wages. I agree to be bound by the Contingent Fee Agreement between the named plaintiff(s) and MOORE & ASSOCIATES. By joining this lawsuit, I designate the named plaintiff(s) as my representative to make decisions on my behalf concerning the method and manner of conducting the lawsuit, the approval of any settlement, and all other matters pertaining to this lawsuit. I consent, agree and elect to be bound by any ruling, settlement or judgment, whether favorable or unfavorable. I also understand that while I have the right to choose other counsel and/or to pursue my claims on my own behalf, I choose to be represented by MOORE & ASSOCIATES and any other attorneys with whom they may associate, and I authorize them to pursue any claims I may have relating to unpaid wages, including such litigation as may be necessary.

Signature

Date Signed

Printed Name

Street Address

City

State

Zip

Telephone Number

Email Address